



Bayer HealthCare Animal Health Division

Diverter Response Form

Instructions: Please complete this form and return to Bayer by U.S. mail, fax, or email as follows: Bayer HealthCare LLC, Animal Health Division, Attn: Trisha Kocour, P.O. Box 390, Shawnee Mission, KS 66201; fax: (913) 268-2878; email: ahadvantage@bayer.com. If you have any questions or comments regarding this form, please contact Trisha Kocour in writing using one of the aforementioned methods. Calls will not be accepted. ITEMS MARKED WITH AN ASTERISK MUST BE COMPLETED.

COMPANY INFORMATION:

*Full legal name: _____
Trade name: _____
*Street Address: _____
*City: _____ *State: _____ *Zip code: _____
*Phone number: (____) _____ Fax number: (____) _____
Website: _____

OWNER/PRINCIPAL INFORMATION:

*Name: _____ *Position: _____
*Home Street Address: _____
*City: _____ *State: _____ *Zip code: _____
*Phone number: (____) _____ Fax number: (____) _____
Email: _____

If more than one owner/principal, please provide information on a separate piece of paper and attach.

FOREIGN DIVERTED ADVANTAGE AND/OR FOREIGN DIVERTED ADVANTIX:

Supplier Information:

Full legal name: _____
*Trade name: _____
Contact name: _____
*Street Address: _____
*City: _____ *State: _____ *Zip code: _____
*Phone number: (____) _____ *Fax number: (____) _____
Website: _____

How did your relationship with your supplier originate? Please select all that apply:

- ☐ Solicited by supplier
- ☐ Solicited supplier
- ☐ Referred to supplier by third party
- ☐ Other (please specify): _____

If more than one supplier, please provide information on a separate piece of paper and attach.

Foreign Diverted Advantage and/or Foreign Diverted Advantix Inventory

*Quantity of foreign diverted Advantage Inventory: _____
*Quantity of foreign diverted Advantix: _____
*If none remaining, please explain when and how your inventory was depleted: _____

Return any remaining Foreign Diverted Advantage and/or Foreign Diverted Advantix, shipping prepaid, together with the most recent invoice from your supplier(s), to Bayer at the above address.

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EXHIBIT

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AGREEMENT

I am executing this agreement, individually and in the name and on behalf of the company or business first described above (if a company, "I", "me" and "my", as used in this agreement, refers both to me individually and that company), in order to obtain the agreement of Bayer to not take legal action with respect to my purchase and sale of Foreign Diverted Advantage and/or Foreign Diverted Advantix as of this date. I have ceased purchasing and selling Foreign Diverted Advantage and/or Foreign Diverted Advantix and agree from today forward to stop any and all purchasing or selling of Foreign Diverted Advantage and/or Foreign Diverted Advantix. I agree to take affirmative steps to avoid purchasing and selling Foreign Diverted Advantage and/or Foreign Diverted Advantix in the future and agree to promptly report to Bayer future solicitations I may receive from third parties to purchase Foreign Diverted Advantage and/or Foreign Diverted Advantix. I represent and warrant that the information provided by me to Bayer on, or in connection with, this form is complete, true and correct. Provided that I have returned a signed copy of this form (along with any remaining inventory and the most recent supplier invoice(s)), fully complied with this agreement, and continue at all times to comply with this agreement, I understand that Bayer agrees not to pursue legal action against me based on my past purchases and sales of Foreign Diverted Advantage and/or Foreign Diverted Advantix. I agree that this agreement will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of Kansas, without reference to principles of conflicts of law. All disputes arising out of or relating to this agreement, or the breach or default of this agreement, will be determined solely by a state court located in Johnson County, Kansas or a federal court located in the District of Kansas, and I consent to the jurisdiction of those courts.

Name: _____

Title: _____

Signature: _____

Date: _____

This agreement will become binding and effective upon confirmation by Bayer that it has received all requested information and documentation and that it agrees to not to pursue legal action.